

LETTER OF AGREEMENT
between the
STATE OF ALASKA
and the
PUBLIC EMPLOYEES LOCAL 71
representing the
LABOR, TRADES AND CRAFTS UNIT

Master Alternate Workweek Agreement #3
(7 Days On/7 Days Off)
11-LL-032

It is agreed between the parties that the following terms and conditions of employment will apply to employees assigned to a two-week period resulting in a seven (7) days on/seven (7) days off work schedule who obtain approval for an alternate workweek schedule on the attached assignment form. No provision of the July 1, 2009 through June 30, 2012 master agreement not specifically referenced herein is modified by this agreement.

The assigned seven (7) day work schedule will cover two successive workweeks, resulting in seventy-five (75) hours of work over two workweeks. Thirty-seven and one-half (37.5) hours are established in each workweek to ensure compliance with the Federal Fair Labor Standards Act. It is understood that an employee may be temporarily assigned to a normal workweek of five (5) consecutive seven and one-half (7.5) hour days, if necessary, to accommodate travel assignments, training or other reasons which would require such scheduling. When this temporary schedule change occurs, normal contractual provisions apply.

It is agreed that transportation to and from the employee's duty station at rotation times/shift changes will be furnished by the employee at the employee's expense and on the employee's own time.

At the Employer's discretion, when the Employer determines it will furnish transportation at their own expense, to and from the employee's assigned duty station, it will be on the employee's own time. Should an employee fail to use the Employer-furnished transportation for any reason, the employee shall be responsible for getting to or from the employee's duty station without the benefit of Employer-supplied transportation or payment in lieu thereof.

It is agreed that employees occupying State owned or controlled housing will not be considered as vacating the quarters while on their days off.

For purposes of this agreement the following articles with their stated terms and conditions have been modified:

Article 14.01 – Workweek is amended as follows:

Each workweek shall consist of thirty-seven and one-half (37.5) hours in pay status and all permanent full-time employees shall be guaranteed a full workweek provided they are ready, willing and able to work, unless suspended, on layoff or leave without pay.

The two-week period will consist of six (6) days of eleven (11) hours each, and one (1) day of nine (9) hours resulting in a seven (7) days on/seven (7) days off work schedule and a seventy-five (75) hour work period.

The workweek, the seven (7) day work schedule, and the two-week period shall be specified on the assignment form.

Article 13.06 – Premium Pay is amended as follows:

Overtime: An employee shall be paid overtime for all work in excess of eleven (11) hours of work in any one shift and forty (40) hours of work in any one (1) week, at one and one-half (1.5) times the basic rate of pay.

For all work performed on a shift starting on the employee's scheduled days off, one and one-half (1.5) times the employee's basic rate of pay shall be paid for that shift.

However, for all work performed on a shift starting on the employee's fifth through the seventh scheduled day off following the seven (7) regularly scheduled days of work, two (2) times the employee's basic rate of pay shall be paid for that shift, provided the employee worked on each of the seven (7) regularly scheduled days of work and the first through fourth scheduled days off.

Overtime shall not be compulsory (except in dire emergency) and shall be distributed as evenly as possible among those employees desiring to work the overtime. Overtime and holiday pay shall not be pyramided or duplicated. Hours paid at an overtime rate shall only be credited once in the calculation of hours in the workweek for overtime purposes.

Holiday Pay: All designated holidays will be converted to floating holidays and each full-time employee shall be credited with seven and one-half hours (7.5) of personal leave, in lieu of holiday pay.

Article 18.01 – Meal Break is amended as follows:

An unpaid meal period of not less than thirty (30) minutes or more than one (1) hour shall be allowed approximately midway of each shift. If the employee is scheduled to work more than twelve (12) hours in a day, the employee may request an additional meal period. The employee shall be relieved of all work-related duties and responsibilities during such meal periods.

Article 18.03 – Holidays is amended to include:

A floating holiday will be credited on the calendar day on which it falls.

Article 19 – Leave is amended to include:

Leave use will be charged hour-for-hour up to the maximum number of hours the employee is scheduled to work on a day that leave is taken.

It is agreed that medical appointments such as physical, dental, vision or hearing exams, except for emergency care, will be made on the employee's scheduled days off. Medical appointments on an employee's scheduled work day will require a doctor's certification that the employee was not fit for duty during the work time missed.

The mandatory leave use requirement of Article 19.03 is waived for employees covered by this Letter of Agreement.

Article 22.02 (A) – Promotion is amended as follows:

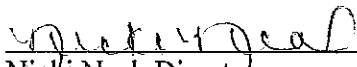
When an opening occurs, promotions shall be initiated by posting of a job announcement at the duty station where the opening occurs, including all camps for Dalton District Roving Crews. Such job announcements shall be posted in a location or locations where all eligible candidates could reasonably be expected to be aware of the opening. Such job announcements will be posted for four (4) working days and will be retained by the Employer for six (6) months.

In addition to the posted job announcement, the Employer agrees to send a letter providing the job announcement to those employees who are on their scheduled days off from the duty station. The letter will be sent to the employee's address of record. If an employee does not respond within four (4) working days from the date the letter is sent, it will be considered that the employee does not wish to be considered for that posting.

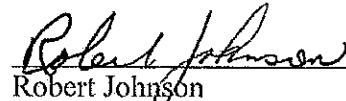
This agreement is effective July 1, 2011 and remains in effect through June 30, 2012, except that it may be canceled by either party with thirty calendar (30) days written notice. This agreement is entered into solely to address the specific circumstances of this particular situation. It does not establish any practice or precedent between the parties. This agreement shall not be referred to in any other dispute, grievance, arbitration, hearing, or any other forum, except as may be necessary for the execution of its terms.

FOR THE STATE OF ALASKA:

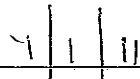
FOR PUBLIC EMPLOYEES Local 71:



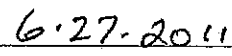
Nicki Neal, Director
Division of Personnel & Labor Relations
Department of Administration



Robert Johnson
Business Manager



Date



Date